

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. <b>M247</b>	3. EFFECTIVE DATE <b>see block 16c</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO.
6. ISSUED BY <b>National Nuclear Security Administration Nevada Site Office P.O. Box 98518 Las Vegas, NV 89193-8518</b>	CODE	7. ADMINISTERED BY (If other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>Bechtel Nevada P.O. Box 98521 Las Vegas, NV 89193-8521</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC08-96NV11718</b>
			10B. DATED (SEE ITEM 13) 01/01/96
CODE	FACILITY CODE		

**EXECUTED  
COPY**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:


D. OTHER (Specify type of modification and authority)  
X **Contract Clause B.3, "Estimated Cost and Fixed Fee"**

**E. IMPORTANT:** Contractor ☐ is not, X ☒ is required to sign this document and return 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**

This modification increases the estimated cost of the contract, incorporates the FY 2006 negotiated fee through March 31, 2006, and revises Contract Clause B.7, "Re-Opening Fee Negotiations" in accordance with the approved deviation to Department of Energy Acquisition Regulation (DEAR) 970.1504, Contract Pricing, and associated 970.5215 clauses dated January 10, 2005.

All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>James E. Powell General Manager</b>		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Darby A. Dieterich Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>2/22/06</b>	16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)	16C. DATE SIGNED <b>2/22/06</b>

1. For the contract period stated herein, Section B., entitled, "Supplies or Services and Prices/Costs", Clause B.3, entitled, "Estimated Cost and Fee", is modified to increase the total estimated cost for the current three-month extension and to incorporate the FY 2006 negotiated fee through March 31, 2006, as follows:

### **B.3 ESTIMATED COST AND FEE**

The estimated cost of the contract for the first five years is \$1,500,000,000.00. The estimated cost for the four year/nine month extension is \$2,175,000,000.00. The estimated cost for the three month extension (October 1, 2005 - December 31, 2005) is \$116,359,000.00. The estimated cost for the three month extension (January 1 through March 31, 2006) is \$116,359,000.00. As such, the total estimated cost for the contract through March 31, 2006, is \$3,907,718,000.00. The total estimated cost and available fee for each fiscal year, or part thereof, will be established by the Government and set forth in a modification to this provision.

**FY06: For the period October 1, 2005 through March 31, 2006:**

#### **(a) Fee Pool**

##### **(1) Maximum Available Performance Incentive Fee:**

NNSA Fee Base (Laboratory Table Section  
of the President's FY06 Budget w/ Adjustment:      \$175,718,000

Available Performance Fee @ 5.7%:	\$ 4,737,902
Available Fixed Fee @ 4.845%	\$ 4,060,058

##### **(2) Work-For Others (WFO) Fee:**

Anticipated WFO Base:      \$57,000,000\*

Fixed Fee Rate of 4.845%      \$ 2,634,031\*

**(3) Total Available Fee Pool      \$ 11,431,991\***

\* The WFO Fee Pool is an estimate based on the anticipated WFO base amount. The WFO fee earned will be based on actual cost of work performed.

#### **(b) Provisional Payment of Performance Fee:**

Up to thirty-five percent of the total available performance fee pool for FY06 shown in paragraph (a)(1) above, for a given contract period, may be paid to the Contractor provisionally in equal monthly increments of one-sixth (1/6) of that amount per month. The final determination of fee will be made by the Fee Determining Official in

accordance with the fee clauses of this Contract. In the event that overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the Section I Clause entitled "Interest".

**(c) Payment of Fixed Fee:**

The fixed fee shown in paragraph (a)(1) above, for a given contract period, will be paid to the Contractor in equal monthly increments of one-sixth (1/6) of the total available performance fee pool amount per month.

2. Contract Clause B.7, "Re-Opening Fee Negotiations," is hereby modified as set forth in the approved deviation to Department of Energy Acquisition Regulation (DEAR) 970.1504, Contract Pricing, and associated 970.5215 clauses dated January 10, 2005. As a result of this modification, the clause is changed to reflect the current fiscal year and percentage for fee adjustment. Contract Clause B.7, "Re-Opening Fee Negotiations" is re-stated below in its entirety.

**B.7 RE-OPENING FEE NEGOTIATIONS**

In the event Congressional appropriation for the period of October 1, 2005 through March 31, 2006, deviates by more than plus or minus 25% from the "Laboratory Table" in the President's Budget annual requests, as adjusted above, the Contracting Officer shall unilaterally modify the contract to adjust the Maximum Available Performance Incentive Fee based on NNSA fee policy.

**(END OF MODIFICATION)**